

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE:)	
)	
TRAVIS RYAN YOUNG,)	
)	
Debtor.)	Bankruptcy Case No. 17-30163-HCM
_____)	
)	
PAMELA YOUNG,)	
)	
Plaintiff,)	
)	
v.)	Adversary Case No. 17-03010
)	
TRAVIS RYAN YOUNG, Individually,)	
And d/b/a PREMIER BUILDERS,)	
)	
Defendant.)	

**BRITTANY YOUNG’S RESPONSE AND OBJECTION TO PLAINTIFF’S SECOND
MOTION TO COMPEL AND FOR SANCTIONS**

TO THE HONORABLE H. CHRISTOPHER MOTT, UNITED STATES BANKRUPTCY JUDGE:

Comes now Brittany Young (“Brittany”), through her attorneys of record Miranda & Maldonado, P.C., and files this *Response and Objection to Plaintiff’s Second Motion to Compel and for Sanctions* (the “Response”).

I. Response & Objection to Motion

Plaintiff Pamela Young alleges as follows in her *Second Motion to Compel and for Sanctions* (the “Motion”) -

A. The Debtor Files Bankruptcy and Refuses to Provide Bank Statements or Other Information Regarding His Wife, Brittany Young, Because They Are Separate Property Pursuant to a Written Marital Property Agreement

1. Brittany admits the assertions contained in **Paragraph 1** of the *Motion* that her husband Travis Ryan Young (“Travis”) filed a *Voluntary Petition for Relief* under Chapter 7 of the Bankruptcy Code.

2. Brittany can neither admit nor deny as to what Travis testified to in the April 4, 2017 *Rule 2004 Examination* (the “2004 Exam”) as referenced in **Paragraph 2** of the *Motion*. Brittany was not present at the 2004 Exam, was not the subject of the 2004 Exam, and has not reviewed the 2004 Exam. Moreover, even had she reviewed the *Transcript* attached to the *Motion*, she is not qualified to opine as to the legal consequences of Travis’ testimony. Brittany further represents as follows as to the assertions in **Paragraph 2** of the *Motion*.

Debtor further testified that he entered into a martial [sic] (marital) agreement with with Brittany Young approximately two years ago in which they agreed that their bank accounts and income would be separate property...Debtor stated that he did not produce any bank account statements for Brittany Young at the 2004 Examination because they are her separate property.

Brittany has not testified in any proceeding or represented in any document that she entered into a marital agreement with Travis, nor that a marital agreement existed. To the best of her knowledge and as evidenced by her *Sworn Declaration*, no marital agreement existed on the *Petition Date*, nor was a marital agreement entered into with Travis “approximately two years ago”.

Brittany has been informed that the reason Travis testified at the 2004 Exam that a “marital agreement” existed was because shortly before it, Travis was presented a blank document titled “*Marital Property Agreement*” by his prior counsel Mr. Michael Nevarez who advised by him to testify that an agreement existed. A true and correct copy of the “*Marital Property Agreement*” supplied by Mr. Nevarez to Travis is attached as **Exhibit “A”** to this

Response. Brittany did not complete or sign the “*Marital Property Agreement*”.

Nor did Travis.

It would be convenient to simply leave it at that, i.e., that Mr. Nevarez provided Travis with a blank *Marital Property Agreement* and advised him to testify that this document prevented him from having to provide any financial information about Brittany. But corroborating this testimony by Travis is the *Online Grievance Form* filed January 22, 2018 at 9:40 PM filed by him against Nevarez with the *State Bar of Texas* (the “*Grievance*”). A true and correct copy of the *Grievance* is attached as **Exhibit “B”**. Among the reasons for the *Grievance* is the advice from Nevarez to Travis that he testify that he had entered into a marital agreement at the *2004 Exam*. This portion of the *Grievance* states -

Mr. Nevarez has failed to provide adequate legal representation from the day I met him on or about April 1, 2017. The first problem with his representation began at my 2004 examination on or about april 4th, where Mr. Nevarez showed up and thought we were taking a 2004 Examination on the Plaintiff, but this was not the case and I had to correct Him, which meant that He didn’t prepare at all as He stated He did. Mr. Nevarez gave me dangerous incorrect advise at this 2004 Examination. Mr. Nevarez advised me to say that I had a separate marital agreement during this 2004 examination and gave me a sample copy of a marital agreement to show me what one looked like. I didn’t really know at this time why He wanted me to say this, but I did so as He advised. I didn’t need to say I had a martial agreement as my wife had no money and minimal assets at the time I filed Bankruptcy. As of now, the plaintiff is claiming perjury on the issue, although it was do to incompetent legal representation.

Plaintiff’s *Motion* further provides –

B. Plaintiff Files This Adversary and Serves a Subpoena and Third-Party Request for Production on Brittany Young.

3. Brittany admits the factual assertions contained in **Paragraph 3** of the *Motion*.
4. Brittany admits the factual assertions contained in **Paragraph 4** of the *Motion*.

5. Brittany admits the factual assertions contained in **Paragraph 5** of the *Motion*.
6. Brittany admits the factual assertions contained in **Paragraph 6** of the *Motion*.
7. Brittany admits the factual assertions contained in **Paragraph 7** of the *Motion*.
8. Brittany admits the factual assertions contained in **Paragraph 8** of the *Motion*.

The *Motion* then provides –

C. Brittany Young Fails and Refuses to Comply with the Subpoena and Plaintiff Files Her First Motion to Compel, for Contempt, and for Sanctions

9. Brittany admits the procedural assertions contained in **Paragraph 9** of the *Motion*.

The *Motion* then states -

D. The Court Orders and Brittany Young to Comply With the Subpoena and Brittany Young Fails to Do So

10. Brittany objects to the assertions contained in **Paragraph 10** in their entirety. Brittany has responded to and complied with the December 12, 2017 *Order Regarding Motion to Compel, Civil Contempt, and Sanctions (Brittany Young)* (the “*Second Order*”) to the best of her abilities based on what documentation was within her possession, custody, and control.

11. Brittany admits the assertions contained in **Paragraph 11** of the *Motion* as they relate to the documents being delivered on December 27, 2017 by her attorney. Brittany objects to the assertion that she failed to produce all of the documents requested. The inventory of the documents produced and those not produced attached as **Exhibit P-5** to the *Motion* is accurate as to the documents produced (the “*Inventory*”). However, what is not accurate is that with regards to the documents not produced, is that it is premised on Plaintiff’s expectations that every single document requested existed or is within Brittany’s possession or control. Simply because the Plaintiff thinks that something exists or should exist, does not necessarily mean that it does.

Set forth below is a line-by-line response to the items in the *Inventory* “not produced” and Brittany’s position on each.

Item	Documents That Were Not Produced
1.	<p>All documents relating to savings bank books, records, accounts and memoranda, current as well as those that have been canceled, whether in your name or your spouse’s name, individually or jointly, or in connection with any other person or persons. This includes but is not limited to your checking and savings account at Wells Fargo Bank, JP Morgan Chase Bank, and First Light Federal Credit Union.</p> <p><i>Plaintiff’s Comments.</i> Nothing produced they gave the checking account information in place of the savings account. The checking account information was given twice, for some months 3 times, and one month was given 4 times.</p> <p>I could see that Brittany transferred money from her Wells Fargo checking 5026562527 to her savings. I could also see many withdrawals from the Wells Fargo Business account.</p>
	<p><i>Brittany’s Response.</i> Did not have savings anymore and it was closed because of lack of funds, and we could not access this account anymore.</p>
2.	<p>All documents relating to all checking accounts, in your name or your spouse’s name, individually or in the name of Premier Builders or Bay Homes or in connection with any other person or persons, including checkbooks, checkbook stubs, monthly statements, canceled checks and deposit slips, whether the accounts are current or may have been closed; This includes but is not limited to your checking and savings account at Wells Fargo Bank, JP Morgan Chase Bank, and First Light Federal Credit Union.</p> <p><i>Plaintiff’s Comments:</i></p> <ul style="list-style-type: none"> - Did not produce from Wells Fargo Checking account 5026563527 for the following months: - 2015: April, August, September - 2016: July, October, November, December - Did not produce 2013, 2014, and January 2017 - Did not produce checkbooks, checkbook stubs, monthly statements, canceled checks and deposit slips.
	<p><i>Brittany’s response.</i> It was my understanding that the 2013-2014 was quashed by court Order. I produced all the statements I had on hand. I did not have a personal checkbook during this time, as can be seen with the lack of checks cashed through my account.</p>
3.	<p>All documents relating to stock certificates, bonds, or other securities in your name or your spouse’s name, individually or joint, or in connection with any other person or persons or which may be held in an account for you, individually or in the name of Premier Builders or Bay Homes or in conjunction with any other person or</p>

	<p>persons in any corporation.</p> <p><i>No comment by Plaintiff.</i></p>
	<p><i>Response by Brittany Young.</i> N/A.</p>
4.	<p>All documents relating to stock brokerage accounts in your name or your spouse's name, individually or joint, or in the name of Premier Builders or Bay Homes or in connection with any other person or persons including but not limited to, books, records, accounts, monthly statements, statements of transaction and all other papers and memoranda thereof.</p> <p><i>No comment by Plaintiff.</i></p>
	<p><i>Response by Brittany Young.</i> N/A</p>
5.	<p>All documents relating to federal or state income tax returns together with Form W-2s, Form 1099s, schedules and worksheets thereof, and all other papers, and memorandum referring to any adjustments made in connection therewith for the previous four (4) years (2013, 2014, 2015, and 2016).</p> <p><i>Plaintiff's comments.</i></p> <ul style="list-style-type: none"> - Did not produce 2013 and 2014 tax return. - Did not produce any W-2s. - The 2016 tax return looks like it is fake. On Schedule C they forgot to fill out the SSN and the EIN. For schedule SE, page 2, the front is different and the numbers are exactly the same as Travis' tax return.
	<p><i>Brittany's response.</i> 2013-2014 not required. W-2s could not find. 2016 tax return not fake. First year in business and really had no profits. When you download from the IRS Website, the Form has sample numbers for the actual form. I did not get my tax forms from an accountant.</p>
6.	<p><i>Quashed</i></p>
	<p><i>Quashed</i></p>
7.	<p>All documents relating to deeds or conveyances of real property in your name or your spouse's name, individually or joint, or in connection with any other person or persons, or of which you or your spouse, individually, or jointly, are the legal beneficiary or equitable owner or have any interest therein.</p> <p><i>Plaintiff's comments.</i></p> <ul style="list-style-type: none"> - Did not produce any deeds in the LLCs name.
	<p><i>Brittany's Response.</i> Produced personal deeds only. Did not ask for business deeds.</p>
8.	<p>All documents relating to monies received and being presently received by you or your spouse from all sources, including but not limited to salaries, wages, earnings, drawings, dividends, bonuses, sick pay, pension or retirement funds, loans, family assistance, gives, monetary gifts, or reimbursed expenses, for the preceding four (4) years since January 1, 2013.</p>

	<p><i>Plaintiff's comments.</i></p> <ul style="list-style-type: none"> - No family assistance was provided. - No information from draws to Premier Builders DBA Travis Young were provided. - Did not produce HUD-1s for monies received.
	<p><i>Brittany's response.</i> The information is for Brittany Young only. I have no control over Travis. Family assistance was to Travis and not by a separate check but from constructions funds advanced by his father. There was no mention of a HUD-1 in this question. No HUD-1 issued because nothing personal was sold.</p>
9.	<i>Quashed</i>
	<i>Quashed</i>
10.	<i>Quashed</i>
	<i>Quashed</i>
11.	<p>All documents including but not limited to books, records, general ledgers, general journals, cash journals, payroll records, purchase and sales journals, petty cash records, bank statements, and canceled checks relating to any business engaged in or owned by you or your spouse, individually or jointly, including but not limited to Premier Builders or Bay Homes, or in conjunction or partnership with any other individual or individuals and/or records for any corporation which you or your spouse, individually or jointly, hold stock directly or indirectly if the corporation records are under the actual or constructive control of you or your spouse, individually or jointly.</p> <p><i>Plaintiff's comments.</i> Did not produce books, records, general ledgers, general journals, cash journal, payroll records, purchase and sales journals, petty cash records, and canceled checks relating to any business engaged in or owned by your or your spouse, individually or jointly.</p>
	<p><i>Brittany's response.</i> This referred to every other question they had already asked. Companies are mom and pop operations. Do not have established record-keeping systems in place, nor employees who would manage documents. Travis handled all construction matters.</p>
12.	<p>All documents relating to the title of any assets held by you or your spouse, individually or jointly, or by any companies owned by you or your spouse, whether presently owned by you or your spouse, individually or jointly, or by companies owned by you or your spouse, or previously transferred within the preceding four (4) years.</p> <p><i>Plaintiff's comments.</i> Did not produce title to the two trucks.</p>
	<p><i>Brittany's response.</i> I did not produce titles to any trucks because it is not in my possession or control. Moreover, to the best of my knowledge, Travis only has one truck, not two.</p>
13.	<p>All documents relating to bills and/or purchase price for items which you claim to be Premier Builders' or Bay Homes' business or your personal, community, or separate</p>

	<p>property and records concerning acquisition of same, including but not limited to trucks, trailers, tools, jewelry, purses, shoes, designer clothing, watches, or any item of personally having a price of \$500.00;</p> <p><i>Plaintiff's comments.</i> Did not produce anything but 2 vehicles and their house.</p>
	<i>Brittany's response.</i> This is all we own of any value over \$500.00.
14.	N/A
	N/A
15.	<i>Quashed</i>
	<i>Quashed</i>
16.	<i>Quashed</i>
	<i>Quashed</i>
17.	<p>All documents relating to financial statements together with the schedules and worksheets thereof and all other papers, and memoranda for financial statements or loan applications prepared or submitted to any individual or institution or lender (including but not limited to Keith Young, Kathleen Hernandez, Bank of America, JP Morgan Chase Bank, Capital One, Jet Private Lending, Security, LLC, Binary Investments, Inc., and Citi Cards) for the preceding four (4) years;</p> <p><i>Plaintiff's comments.</i> Did not produce any loan documents with the exception of the 2012 Audi loan.</p>
	<i>Brittany's response.</i> Only financial statement made was to purchase Audi vehicle. Keith Young did not require any loan documents from Travis.
18.	<p>All documents relating to debts which are owed to you or your spouse, individually or jointly, including but not limited to, promissory notes, IOU notes, and/or accounts receivable.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i></p>
	N/A
19.	<p>All monthly credit card statements, including but not limited to the monthly statements for Barclay Card U.S., American Express, Bank of America, JP Morgan Chase Bank and Citi Cards.</p> <p><i>Plaintiff's comments.</i></p> <ul style="list-style-type: none"> - Did not produce Capital One credit card statements and I have seen payments to this card - Missing statements for the Barclay card account ending 6615 - 2015: January, February, March, April, May, June Missing all of 2013 and 2014 for all credit cards
	<i>Brittany's response.</i> Could not access Capital One account personally. It is a business card. Credit Card charging limits are under \$2,500. We can't have big money hidden

	here. 2013-2014 not required. All statements that were available to me were given.
20.	<p>All contracts or agreements or documents memorializing the business relationship between Travis Young, individually and d/b/a Premier Builders or d/b/a Bay Homes and its customers including but not limited to Daniel L. Fink, R. W. Schwartz, Jesus Reza Gutierrez, Rebeca Wisbrun, Jose L. Macias-Flores, and Keith Young. This request for documentation includes written agreements, quotes, and or written acceptances by the customer confirming the existence of a relationship between Brittany Young, individually and d/b/a Premier Builders and the customer.</p> <p><i>Plaintiff's comments.</i> Did not produce any contracts or agreements for any customers and business relationships with Keith Young. She has had several business transactions but has not produced them.</p>
	<i>Brittany's Response.</i> Brittany Young was never dba premier builders and Bay Homes did not have contracts with any of these people, nor did premier builders and design, llc.
21.	N/A
	N/A
22.	<p>Your Texas driver's license and social security card.</p> <p><i>Plaintiff's comments.</i> Produced driver's license only, she did not produce her social security card.</p> <p><i>Brittany's response.</i> Do not currently have my social security card.</p>
23.	<p>Your homeowner's or renter's insurance polity [sic] including all riders.</p> <p><i>Plaintiff's comments.</i> None.</p> <p><i>Brittany's Response.</i> N/A</p>
24.	<p>All documents including but not limited to, books, records, general ledgers, general journals, cash journals, payroll records, purchase and sales journals, petty cash records, bank statements, and canceled checks relating to any business engaged in or owned by Premier Builders & Design, LLC (or Premier Builders LLC).</p> <p><i>Plaintiff's comments.</i></p> <ul style="list-style-type: none"> - Did not produce bank statement showing the deposit of the \$73,000 that Keith Young claims he gave a cashier's check. There must be another account they are not producing. Did not produce check from the following months from the Wells Fargo Business account for Premier Builders and Design, LLC. - 2016: February, March, April, May, - 2017: January - Did not produce books, records, general ledgers, general journals, cash journals, payroll records, purchase and sales journals, petty cash records, bank statement, and canceled checks. <p><i>Brittany's response.</i> Cashiers check was used to purchase the Las Cruces property and was made directly from Keith Young to Premier Builders & Design LLC as the payer and</p>

	turned over to the title company Sierra Title in Las Cruces. All Checks were given under my control or possession. Bank Statements were given. Build Summaries were given as the books as that's how they were kept. No Ledger kept, no journals kept, no petty cash records kept.
25.	<p>All documents relating to financial statements, including any financial statements ever prepared for Premier Builders & Design, LLC (or Premier Builders LLC), together with the schedules and worksheets thereof and all other papers, and memoranda for financial statements or loan applications prepared or submitted to any individual or institution or lender (including but not limited to Keith Young, Kathleen Hernandez, Bank of America, JP Morgan Chase Bank, Capital One, Jet Private Lending, Security, LLC, Binary Investments, Inc., and Citi Cards) for the preceding four (4) years; and</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> Did not produce anything, their claim is not logical.</p>
	<i>Brittany's response.</i> Financial statements were never required for the time frames requested. Keith Young did not require any financial statements. Never applied for a loan from a bank or other lender.
26.	<p>All contracts or agreements or documents memorializing the business relationship between Premier Builders & Design, LLC (or Premier Builders LLC), and its customers. This request for documentation includes written agreements, quotes, and or written acceptances by the customer confirming the existence of a relationship between Premier Builders & Design, LLC (or Premier Builders LLC), and the customer, including but not limited to Daniel L. Fink, R. W. Schwartz, Jesus Reza Gutierrez, Rebeca Wisbrun, Jose L. Macias-Flores, and Keith Young.</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> Did not produce anything, their claim is not logical.</p>
	<i>Brittany's Response.</i> Did not have any customers during the given time frames.
27.	<p>The general ledger for Premier Builders & Design, LLC (or Premier Builders LLC).</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> Did not produce anything. Their claim is not logical.</p>
	<i>Brittany's response.</i> Did not keep a ledger, mom and pop building company.
28.	<p>The accounts receivable ledger for Premier Builders & Design, LLC (or Premier Builders LLC).</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> Did not produce anything, their claim is not logical.</p>

	<i>Brittany's response.</i> Did not have receivables as this was a new company with no pre-sale contracts and nothing owed.
29.	<p>Any checking account statements for Premier Builders & Design, LLC (or Premier Builders LLC), including a check register for Premier Builders & Design, LLC (or Premier Builders LLC).</p> <p><i>Plaintiff's comments.</i> Did not produce bank statement showing the deposit of the \$73,000 that Keith Young claims he gave a cashier's check. There must be another account they are not producing. Did not produce check from the following months from the Wells Fargo Business account for Premier Builders and Design, LLC.</p> <ul style="list-style-type: none"> - 2016: February, March, April, May, - 2017: January
	<i>Brittany's response.</i> Cashiers check was used to purchase the Las Cruces property and was made directly from Keith Young to Premier Builders & Design LLC as the payer and turned over to the title company Sierra Title in Las Cruces. All Checks were given under my control or possession. Bank Statements were given. Build Summaries were given as the books as that's how they were kept. No Ledger kept, no journals kept, no petty cash records kept.
30.	<p>All form 940s and Form 941s filed for the for Premier Builders & Design, LLC (or Premier Builders LLC), since January 1, 2014</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's Response.</i> None ever issued.
31.	<p>An Inventory of vehicles, tools and equipment utilized by Premier Builders and Design, LLC (or Premier Builders, LLC, since January 1, 2014.</p> <p>Response. None.</p> <p><i>Plaintiff's comments.</i> He is missing his new Ford Truck.</p>
	<i>Brittany's response.</i> Don't have one.
32.	<p>A copy of any renditions submitted by you for Premier Builders & Design, LLC (or Premier Builders LLC) business assets to the El Paso Central Appraisal District.</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's Response.</i> N/A
33.	All documents relating to bills and/or purchase price for items which you claim to be for Premier Builders & Design, LLC (or Premier Builders LLC) business or your personal, community, or separate property and records concerning acquisition of same, including but not limited to trucks, trailers, tools, jewelry, purses, shows,

	<p>designer clothing, watches, or any item of personalty having a price of \$500.00;</p> <p><i>Plaintiff's comments.</i> Produced the same information as RFP 24 and 29. So they produced the same information 3 times. Did not produce anything new, their claim is not logical.</p>
	<p><i>Brittany's response.</i> All bills from the statements are for construction. Anything over \$500 was for construction purposes.</p>
34.	<p>All documents including but not limited to, books, records, general ledgers, general journals, cash journals, payroll records, purchase and sales journals, petty cash records, bank statements, and canceled checks relating to any business engaged in or owned by Premier Builders & Design, LLC (or Premier Builders LLC).</p> <p><i>Plaintiff's comments.</i> Produced the same information as RFP 24, 29, 33. So they produced the same information 4 times. Did not produce anything new, their claim is not logical.</p>
	<p><i>Brittany's comments.</i> Don't really know what to say to this.</p>
35.	<p>All documents relating to financial statements, including any financial statements ever prepared for RUF Developers, LLC or RUF LLC, together with the schedules and worksheets thereof and all other papers, and memoranda for financial statements or loan applications prepared or submitted to any individual or institution or lender (including but not limited to Keith Young, Kathleen Hernandez, Bank of America, JP Morgan Chase Bank, Capital One, Jet Private Lending, Security, LLC, Binary Investments, Inc., and Citi Cards) for the preceding four (4) years; and [sic]</p> <p><i>Plaintiff's Comments.</i> Produced same checks RFP 24. Did not produce anything new, their claim is not logical.</p>
	<p><i>Brittany's Comments.</i> No financial statements exist.</p>
36.	<p>All contracts or agreements or documents memorializing the business relationship between RUF Developers, LLC or RUF LLC, and its customers. This request for documentation includes written agreements, quotes, and or written acceptances by the customer confirming the existence of a relationship between RUF Developers, LLC or RUF LLC, and the customer</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> None.</p>
	<p><i>Brittany's comments.</i> N/A.</p>
37.	<p>The general ledger for RUF Developers, LLC or RUF LLC.</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> None.</p>

	<i>Brittany's comments.</i> N/A.
38.	<p>The accounts receivable ledger for RUF Developers, LLC or RUF LLC, including a check register for RUF Developers, LLC or RUF, LLC.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's comments.</i> N/A.
39.	<p>Any checking account statements for RUF Developers, LLC or RUF LLC, including a check register for RUF Developers or RUF LLC.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's comments.</i> N/A.
40.	<p>All Form 940s and Form 941s filed for the RUF Developers, LLC or RUF LLC, since January 1, 2014.</p> <p>Response: None.</p> <p><i>Plaintiff's Comments.</i> None.</p>
	<i>Brittany's Comments.</i>
41.	<p>An inventory of vehicles, tools and equipment utilized by RUF Developers, LLC or RUF LLC in its business. If acquired since January 1, 2016, producer the purchase order, bill of sale, credit card receipt or any other documents memorializing the purchase.</p> <p><i>Plaintiff's comments.</i> He is missing his new Ford truck.</p>
	<i>Brittany's comments.</i> RUF Developers does not have a new Ford truck. Travis has a 2008 Ford F-250 with 120,000 miles.
42.	<p>A copy of any renditions submitted by you for RUF Developers, LLC or RUF LLC business assets to the El Paso Central Appraisal District.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's comments.</i> N/A.
43.	<p>All documents relating to bills and/or purchase price for items which you claim to be for RUF Developers, LLC or RUF LLC business or your personal, community, or separate property and records concerning acquisition of same, including but not limited to trucks, trailers, tools, jewelry, purses, shoes, designer clothing, watches, or any item of personalty having a price of \$500.00;</p>

	<i>Plaintiff's comments.</i> Did not produce documents for lots purchased under RUF developers.
	<i>Brittany's comments.</i> The deeds of trust were provided.
44.	An itemized list of items purchased to build or renovate 714 Montoya Oak Lane and its swimming pool, 356 Silver Star, the Las Cruces home (Country Club Estates #3, PLT #4, Lot 5, Block 112) and 354 Rocky Pointe. <i>Plaintiff's comments.</i> The lists produced are not complete and are not detailed.
	<i>Brittany's comments.</i> They are complete and detailed up to the dates of construction requested by the Court Order.
45.	Provide a copy of the Retail Installment Contracts and any related financing documents associated with the purchase of your automobiles and trucks or the purchase of any vehicles in the name of one of your businesses. Response: None <i>Plaintiff's comments.</i> Missing information on new Ford Truck.
	<i>Brittany's comments.</i> No new Ford Truck exists.
46.	<i>Quashed.</i>
	<i>Quashed.</i>
47.	Documents relating to any loans provided to Travis Young, Brittany Young, Premier Builders, Premier Builders & Design, LLC, Bay Homes, Premier Builders, LLC, RUF Developers, LLC, or RUF LLC for the purchase of lots and construction materials. Provide any documents which prove that any of the loans at issue have been paid back to the lender (or not). <i>Plaintiff's comments.</i> Did not produce information from all loans that were given to the companies.
	<i>Brittany's comments.</i> I gave all of the information that I had in my possession.
48.	<i>Quashed.</i>
	<i>Quashed.</i>
49.	Your job filed for all properties constructed by your or any company owned by you since January 1, 2016. That includes all invoices related to the construction. That includes all subcontracts related to the construction. That includes all closing documents, including the HUD-1 from the closing on the sale of any properties by you or any company owned by you. Response: RUF LLC - None <i>Plaintiff's comments.</i> Did not produce information from all companies concerning this request.
	<i>Brittany's comments.</i> Refer to job summaries.
50.	All documents relating to federal or state income tax returns together with the Form

	<p>W-2s, Form 1099s, schedules and worksheets thereof and all other papers, and memoranda referring to any adjustment made in connection therewith for the previous four (4) years (2013, 2014, 2015, and 2016). This also includes the invoices and bills which support the business expenses claimed in your tax returns.</p> <p><i>Plaintiff's comments.</i></p> <ul style="list-style-type: none"> - Did not produce 2013 and 2014 tax return - Did not produce any W-2s. - Did not produce invoices and bills which support the business expense. - The 2016 tax return looks like it is fake. On schedule C they forgot to fill out the SSN and the EIN. For schedule SE, page 2, the font is different and the numbers are exactly the same as Travis' tax return.
	<p><i>Brittany's comments.</i> 2013-2014 not required. W-2s could not find. 2016 tax return not fake. First year in business and had really no profit.</p>
51.	<p>All documents relating to monies received and being presently received by you from any family member or any third party, including but not limited to salaries, wages, earnings, drawings, dividends, bonuses, sick pay, pension or retirement funds, loans, family assistance, gifts, monetary gifts, or reimbursed expenses, since January 1, 2013.</p> <p><i>Plaintiff's comments.</i></p> <ul style="list-style-type: none"> - No family assistance was provided. - No information from draws to Premier Builders DBA Travis Young were received. - Did not produce HUD-1s for money received.
	<p><i>Brittany's comments.</i> Income from EPISD is shown on bank statement and is all of the information I have. But I have not worked since I had baby one and half year ago. Travis' information is not in my possession. I do not receive family assistance.</p>
52.	<p>All documents relating to any agreement with your husband, Travis Young, concerning marital property, separate property or the division of your income or assets during your marriage.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> N/A.</p>
	<p><i>Brittany's comments.</i> None.</p>
53.	<p>Your homeowner's insurance policy including all riders for the years 2015 and 2016.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> None.</p>
	<p><i>Brittany's comments.</i> None.</p>
54.	<p>All credit card bills and related documents since January 1, 2016.</p>

	<p>Response: None.</p> <p><i>Plaintiff's comments.</i> Did not produce Capital One credit card statements and I have seen payments to this card.</p>
	<p><i>Brittany's comments.</i> Do not have access to this card details. Capital One is a business card for Premier Builders and Design.</p>
55.	<p>All retail installment contracts, purchase orders, contracts and/or certificates of title related to any automobile, truck, or construction equipment purchases by you or any company owned by you since January 1, 2015.</p> <p><i>Plaintiff's comments.</i> Missing new Ford Truck.</p>
	<p><i>Brittany's comments.</i> Does not exist.</p>
56.	<p><i>Quashed.</i></p>
	<p><i>Quashed.</i></p>
57.	<p>Produce documents reflecting any payments made on these student loans since January 1, 2014.</p> <p><i>Plaintiff's comments.</i> Did not produce all student loans. Her checking account shows more.</p>
	<p><i>Brittany's comments.</i> Refer to bank statements for payments on student loans.</p>
58.	<p><i>Quashed.</i></p>
	<p><i>Quashed.</i></p>
59.	<p><i>Quashed.</i></p>
	<p><i>Quashed.</i></p>
60.	<p>Produce all documents memorializing any compensation paid to Travis Young for work he has performed for you or any of your business entities.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> None.</p>
	<p><i>Brittany's comments.</i> N/A. I have not ever paid Travis Young for work performed.</p>
61.	<p>Produce all documents related to your acquisition of real property located at 354 Rocky Pointe, including the deed, any deed of trust, any promissory note, and any contract for the purchase of said real property.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> Did not produce promissory note from Keith Young. Did not produce loan from EPT Gray Properties. Did not produce contract of sale.</p>
	<p><i>Brittany's comments.</i> Documents related to 354 Rocky Pointe were produced. Documents for EPT Gray Properties were postpetition and not aware that these had been requested in the discovery.</p>

62.	<p>The job file for any construction that you or one of your companies has performed on the real property located at 354 Rocky Pointe, including subcontracts, invoices for purchases of materials, interim construction financing documents, City of El Paso permits, and job inspection reports.</p> <p><i>Plaintiff's comments.</i> Did not produce the job file including subcontracts, invoices for purchases of materials, interim construction financing documents, City of El Paso permits, and job inspection reports.</p>
	<p><i>Brittany's comments.</i> Job summary was given up to date of Court Order. Permits were given. Deeds of trust were given which is the interim construction financing up to the above date ordered by the Court.</p>
63.	<p>Produce the promissory note, security agreement, deed of trust, application for loan, and any communications related to your acquisition of a loan for \$225,000 from EPT Gray Properties.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> This is unbelievable since there are documents on the EP County website.</p>
	<p><i>Brittany's comments.</i> Loan was obtained after the Court ordered dates of production.</p>
64.	<p><i>Quashed.</i></p>
	<p><i>Quashed.</i></p>
65.	<p>N/A</p>
	<p>N/A</p>
66.	<p>The job file for any construction that you or one of your companies has performed on the real property located at 350 Rocky Pointe, including subcontracts, invoices for purchases of materials, interim construction financing documents, City of El Paso permits, and job inspection reports.</p> <p>Response: None.</p> <p><i>Plaintiff's Comments.</i> Just pulled a new residential permit on 1/10/2018 so they must have floor plans.</p>
	<p><i>Brittany's Comments.</i> Outside the dates of the Court's Order.</p>
67.	<p>Produce all documents related to your acquisition of real property located at 383 Rocky Pointe, including the deed, any deed of trust, any promissory note, and any contract for the purchase of said real property.</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> This should have been produced.</p>
	<p><i>Brittany's comments.</i> Outside of the Court-ordered time frames.</p>
68.	<p>The job file for any construction that you or one of your companies has performed</p>

	<p>on the real property located at 383 Rocky Pointe, including subcontracts, invoices for purchases of materials, interim construction financing documents, City of El Paso permits, and job inspection reports.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's comments.</i> N/A.
69.	<p>Produce all documents related to your acquisition of real property located at 4049 Tierra Santa Place, including the deed, any deed of trust, any promissory note, and any contract for the purchase of said real property.</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's comments.</i> This was a remodeling Job that Premier Builders and Design, LLC began after the bankruptcy filing.
70.	<p>The job file for any construction that you or one of your companies has performed on the real property located at 4049 Tierra Santa Place, including subcontracts, invoices for purchases of materials, interim construction financing documents, City of El Paso permits, and job inspection reports.</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> This is a remodel and addition, should have given information.</p>
	<i>Brittany's comments.</i> Outside of the Court-ordered time frames.
71.	<p>Produce all documents related to your acquisition of real property located at 6301 Franklin Bluff, including the deed, any deed of trust, any promissory note, and any contract for the purchase of said real property.</p> <p>Response: None</p> <p><i>Plaintiff's comments.</i> None.</p>
	<i>Brittany's comments.</i> This is a construction job for Premier Builders and Design, LLC that started after January 2017.
72.	<p>The job file for any construction that you or one of your companies has performed on the real property located at 6301 Franklin Bluff including subcontracts, invoices for purchases of materials, interim construction financing documents, City of El Paso permits, and job inspection reports.</p> <p>Response: None.</p> <p><i>Plaintiff's comments.</i> This home is almost completed and should have information on</p>

	this build. The permit was pulled 5/22/17.
	<i>Brittany's comments.</i> Outside of the Court-ordered time frame. This is a construction job for Premier Builders and Design, LLC that started after January 2017.
73.	Produce the promissory note, security agreement, deed of trust, application for loan, and any communications related to your obtaining any loans from High Limited Company. <i>Plaintiff's comments.</i> Missing documents for 2 other jobs on Rocky Pointe.
	<i>Brittany's comments.</i> Produced what was in my possession for the requested time frames.

12. In response to the assertions contained in **Paragraph 12** of the *Motion*, Brittany references the explanation contained at **Paragraph 2** of this *Response*, and **Exhibits “A”** and **“B”** to this *Response*. Thus, assuming that the explanation is accurate, and there is no evidence that it is not (other than Travis ill-advised testimony), then her *Sworn Declaration* remains accurate.

13. Brittany objects to the assertions contained in **Paragraph 13** of the *Motion*. Brittany has proceeded in good faith to comply with the *Second Order* issued by this Court. The *Second Motion to Compel and for Sanctions Against Brittany Young* did not need to be filed – all of his could have been explained with a phone call or a letter had Plaintiff asked. Instead, Plaintiff prefers to proceed with a scorched earth litigation strategy based on her personal relationship with the Defendant Travis Young, who is her nephew, and the Third-Parties consisting of her nephew’s wife *and* her own Brother Keith Young.

14. Brittany objects to the assertions contained in **Paragraph 14** of the *Motion*. Brittany would further refer to the *Inventory* under **Paragraph 11**.

15. Brittany objects to the assertions contained in **Paragraph 15** of the *Motion*, and denies that she is in contempt of the Court’s *Second Order*.

16. Brittany objects to the assertions contained in Paragraph 16 of the Motion, and denies that she is in contempt of the Court's *Second Order* as alleged in **Paragraph 16** of the *Motion*.

17. Brittany objects to the narrative in **Paragraph 17** of the *Motion*, *i.e.*, that she, and the related Parties, have failed to meaningfully participate in discovery. The Court is cognizant that lots of motions have been and are being filed. The Court has access to PACER, has presided over the hearings, and issued orders.

Brittany also objects to the allegation that the Debtor, Travis, herself, and Keith Young have all failed and refused to meaningfully participate in discovery in this bankruptcy matter and in the related adversary proceeding. Since the retention of current counsel, Brittany and the related parties have sought to meaningfully participate in the discovery process.

18. Brittany agrees that "bankruptcy relief is a privilege and the Debtor has an 'affirmative duty...to provide books and records 'accurate documenting his financial affairs'". (*citations omitted*). Brittany is not a debtor. But she is now cognizant of her obligations to the Bankruptcy Court and process as a Third-Party (at least as of December 2017) to this Court per its *Orders*.

Brittany Young further objects to the allegation in **Paragraph 18** that "[d]espite this duty, the Debtor and his family are engaging in a conspiracy to hide documents related to the Debtor's financial affairs". A civil conspiracy under Texas law requires that –

- a). The defendant was a member of a combination of two or more persons.
- b). The object of the combination was to accomplish;
 - (1) an unlawful purpose, or
 - (2) a lawful purpose by unlawful means.
- c). The members had a meeting of the minds on the object or course of action.

d). One of the members committed an unlawful, overt act to further the object or course of action.

e). The plaintiff suffered injury as a proximate result of the wrongful act.

See *First United Pentecostal Ch. v. Parker*, 514 S.W.3d 214, 222 (Tex.2017) (elements (a)-(e); *ERI Consulting Eng'rs, Inc. v. Swinnea*, 318 S.W.3d 867, 881 (Tex.2010) (elements (b), (c), and (e); *Chon Tri v. J.T.T.*, 162 S.W.3d 552, 556 (Tex.2005) (elements (a)-(e); and *Ernst & Young, L.L.P. v. Pacific Mut. Life Ins.*, 51 S.W.3d 573, 583 (Tex.2001) (elements (a) and (b)). That is an allegation that should not be lightly made.

Brittany objects to the assertions contained in **Paragraph 18** that “Debtor and his family are making a mockery of the bankruptcy process and should be sanctioned accordingly. Brittany is not a debtor, she is not seeking the protection of the automatic stay, or a Chapter 7 *Discharge*. There is nothing for Brittany to mock.

III. Additional Objections

19. Plaintiff's *Inventory* contains a section titled “*Observations*”. These *Observations* are Plaintiff's thoughts, opinions, assumptions and misinterpretations. Nonetheless, to show this Court that the Parties are cognizant of the Debtor's duties, as well as the continuing efforts to comply with the discovery process, the would address her *Observations* as follows:

- ***Observation No. 1. It appears that Keith and Travis are covering for each other.***

This observation is not based on any evidence presented to date and is an attempt by the Plaintiff to disparage her brother and nephew.

- ***Observation No. 2. There is a cashier's check that Keith claims he gave Travis on 2/18/2016 for \$73,000. We do not have a copy of it. We also do not have an account***

where it was deposited. This means there is another account they are not disclosing.

This cashiers check made from Keith Young to the Las Cruces title company and listed Premier Builders & Design LLC as the payor, for the “Las Cruces Property”. The Check never went through Premier Builders & Design LLC account as it did not have time to wait for a check to clear to close on the subject property.

- ***Observation No. 3. Keith wrote a memo to Premier Builders and Design LLC requesting his loan money with no interest. This is an unbelievable document. I believe he wrote it to cover for him telling you in writing that he did not receive any interest.***

If one looks at the title of this “memo”, it’s a lien release which the title company prepared and had Keith Young sign, and filed it with the public records in Las Cruces, New Mexico. This can be verified.

- ***Observation No. 4. They both produced the exact checks. It appears that Keith gave them copies to produce and he produced the same ones. We need them processed through Travis' and/or Brittney's accounts.***

If one looks closely at the bank statements that were already produced, one will see the processed checks that cleared the account on the associated date of the written checks. Of course the same checks were produced, since the separate subpoenas asked for this production from Travis, Brittany, and Keith.

- ***Observation No. 5. They produced a Settlement Statement from American Land and Title Association for the Las Cruces property. It looks like it was falsified. First it is not signed, and second the table does not line up with the footing. It looks like they pasted another document on top. We need the HUD-1 for this property which they did not***

disclose. We also need the Deed, Deed of Trust and the Promissory note from Keith Young.

The “Deed” and “Deed of Trust” were filed with the public property records. They can be viewed there as Travis does not have access to the documents anymore when requested for the subpoena. The settlement statement copy was the only one Travis had. It is ridiculous to believe that Travis or Keith would waste the time to make a “fake” settlement statement.

- *Observation No. 6. Travis is withdrawing large sums of money many times a week. The summary is listed below:*
 - *February 2016 - opened the Premier Builders and Design LLC business checking account with Wells Fargo.*
 - *March 2016 -1 withdrawal for \$29,800 (I believe that this was for his truck) April 2016- 2 withdrawals for a total of \$4,000.*
 - *May 2016 - 12 withdrawals for a total of \$4,020 June 2016 -12 withdrawals for a total of \$3,600 July 2016 -16 withdrawals for a total of \$6,500 August 2016 - 9 withdrawals for a total of \$5,800.*
 - *September 2016 - 13 withdrawals for a total of \$3,800 October 2016 -10 withdrawals for a total of \$3,890 November 2016 - 9 withdrawals for a total of \$3,090 December 2016- 9 withdrawals for a total of \$5,319 January 2017- 8 withdrawals for a total of \$3,870*

The withdrawal of \$29,800 was for the down payment for 354 Rocky Point and was a cashiers check made at the bank for the title company. Neither Travis nor Brittany have a copy of it. The other withdrawals were for construction and business expenses.

- ***Observation No. 7. I believe they are giving us falsified tax returns. For Brittany's 2016 return schedule C has the SSN and EIN numbers blank. It does not show a date or a bank deposit account like she did her last one. Also Schedule SE page 2 has different font and looks like the same one that Travis produced. We need the processed copy.***

That Plaintiff believes that “they” are using a falsified tax return is simply her opinion.

- ***Observation No. 8. They have many insurance companies and they have not produced them all. Geico Auto, Alliance Premium Finance, Romberg and Sierra Insurance, Orr and Associates.***

All Geico insurance policies have been previously produced. If Plaintiff is looking for a reference to a late-model Ford Truck, she will be disappointed. All other insurances listed were for builders risk policies during the construction projects for which Brittany or Travis have anything written from these policies.

- ***Observation No. 9. They went on a trip to Hawaii in the summer of 2015. I can see this with charges to Brittany's checking account. However, the airline tickets were not purchased through any checking account or credit card that I have seen.***

Plaintiff does not specify whom “they” refers to – Keith, Brittany, or Travis – and why it is relevant that “they” went to Hawaii. Nevertheless, in an effort towards continuing transparency, who actually went to Hawaii was Brittany. There is no evidence of airline tickets being purchased because they were a gift from her friend in Hawaii who had a Military husband stationed there. A close friend of Brittany invited her to Hawaii, provided the airline ticket, food and lodging. There was no expense to they or them. It is surprising that Plaintiff was not already aware of these facts too.

- ***Observation No. 10. I can see Capital One credit card payments but did not produce the statements.***

This observation was addressed in the discovery responses previously and above.

- ***Observation No. 11. I think we need them to produce documents for all of 2017 and January 2018.***

No request has been made for documents for all of 2017 and January 2018. These are postpetition periods outside the scope of the original discovery requests. Moreover, the Plaintiff continues her crusade against her nephew and brother with no strategy in hopes of finding a smoking gun that this part of the Young family arranged to conspire against her. No wrongdoing has been shown on the part of anyone. Realize, Travis offered to buy the *San Clemente Property* back from Plaintiff in 2015. This offer was refused. Someone engaging in fraudulent and deceptive conduct would not be making such an offer.

- ***Observation No. 12. We need checks with the signature since Travis had them blacked out.***

Plaintiff does not specify which checks are needed. The cleared checks I received were blacked out on the signature line for security reasons.

IV. Conclusion

20. Brittany would testify that she has sought to comply with the most recent *Order* of the Court to the best of her abilities, with the information available.

WHEREFORE, PREMISES CONSIDERED, Brittany Young, Respondent herein, requests that this Court deny all relief requested in the *Motion*, including any further deadlines for production of discovery, any attorney's fees, or other form of sanctions.

Respectfully submitted

MIRANDA & MALDONADO, P.C.

/s/ Carlos A. Miranda, Esq.

Carlos A. Miranda, Esq.

Carlos G. Maldonado, Esq.

5915 Silver Springs, Bldg. 7

El Paso, Texas 79912

(915) 587-5000 (Telephone)

(915) 587-5001 (Facsimile)

cmiranda@eptxlawyers.com

cmaldonado@eptxlawyers.com

CERTIFICATE OF SERVICE

I certify that on the 6th day of February 2018, a copy of the foregoing document was served as provided by the Electronic Case Filing System for the United States Bankruptcy Court for the Western District of Texas to the Parties listed in *Creditor Matrix* as well as to the following Parties-in-Interest:

/s/ Carlos A. Miranda, Esq.

Carlos A. Miranda, Esq.

Attorney for Brittany Young

Chapter 7 Trustee

Ronald E. Ingalls

PO Box 2867

Fredericksburg, Texas 78624-1927

VERIFICATION

STATE OF TEXAS

)

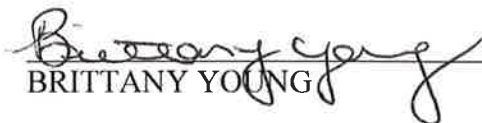
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EL PASO COUNTY

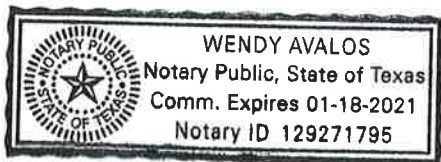
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Before me, the undersigned notary, on this day personally appeared BRITTANY YOUNG, the Affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

“My name is BRITTANY YOUNG. I am capable of making this *Sworn Verification*. I have read the *Response and Objection to Plaintiff's Second Motion to Compel and for Sanctions*. The facts stated in it are within my personal knowledge and are true and correct.”


BRITTANY YOUNG

Sworn to and subscribed before me by BRITTANY YOUNG on February 6, 2018.



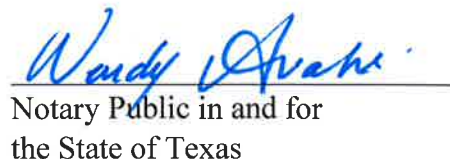

Notary Public in and for
the State of Texas

EXHIBIT A

MARITAL PROPERTY AGREEMENT

This Marital Property Agreement (this "Agreement") is made this _____ day of _____, 200__, pursuant to Article XVI, §15, Texas Constitution, by and between _____ (Husband) and _____ (Wife) to provide for definition of their respective marital property rights. The parties hereto agree as follows:

1. Matrimonial Domicile. The parties, residing in the State of Texas, planning to be married, and having substantial and continuing ties with the State of Texas, do specifically recognize and agree that the State of Texas is and shall be their matrimonial domicile and intend that the laws of the State of Texas shall govern all matters concerning their marital property. The provisions of this Agreement shall prevail over any contrary provision of law which may be supplanted or modified by private agreement.

2. Separate Property. The parties acknowledge that the property owned by each of them prior to the marriage and all property acquired thereafter by gift, devise or descent, or by investment or reinvestment of separate property, is the separate property of each of them respectively. The separate property of a spouse shall never be liable for any debt of the other spouse unless such debt is explicitly assumed in writing by the spouse owning such separate property. Neither spouse shall have any authority to contract with respect to the separate property of the other spouse.

3. Income As Separate Property.

IRS Retirement
Business Income

A. Income from Capital. All mutations, increases, issues, rents, dividends, interest and other earnings upon the separate property of a party (including any increase in the value of a party's separate property on account of the time, talent, and labor of such party) shall be the separate property of the party owning such property.

B. Compensation for Personal Services. All compensation for personal services (including pension, profit-sharing, or deferred compensation in any form) shall be ☐ community property of the parties or ☐ separate property of the party performing such services. [CHOOSE AN OPTION]

C. Partition and Exchange. Should any property intended by paragraphs 3A and/or 3B to be separate property ever be characterized as community property, the parties agree to partition and exchange such community property to effectuate the intent of this paragraph 3.

4. Presumptions. Property held, registered, or titled in the name of one of the spouses only shall be presumed to be the separate property of the spouse in whose name such property is held, registered, or titled. Property held, registered, or titled in the names of both parties shall be presumed to be jointly owned separate property unless some written indicia of ownership shows that such property is held in another manner.

5. Marital Expenses. The parties agree to make reasonable provision for their mutual expenses during marriage.

6. Allocation of Income Tax Expense. In the event the parties should file joint returns with respect to income tax liabilities, each party shall contribute to the payment of such taxes that proportion of the tax payable by reason of such joint return which the tax which would be payable by each of them if separate returns were filed bears to the total tax which would be payable by both of them if separate returns were filed; provided, however, this paragraph is for the sole benefit of the parties hereto, who may waive the provisions of this paragraph as they see fit. Any payment of any tax by the parties shall be conclusive as to the proper allocation of such tax liability unless the parties have agreed otherwise.

7. Dissolution of Marital Community. In the event of any dissolution of the marriage of the parties, property shall be distributed as follows:

A. Each spouse shall retain the ownership of his or her separate property.

B. Liabilities associated with separate property (for example, for improvement or acquisition), if joint liability exists for any reason, shall be assumed by the spouse with whose separate property such debts are associated unless the parties have agreed otherwise. Any joint liabilities not associated with separate property shall be paid equally by the spouses.

C. Jointly owned property shall be partitioned equally between the parties unless the parties have agreed otherwise.

D. In the event that the separate property of either party is spent for the improvement, repair or expansion of real estate owned by the other party as such other party's separate property, such expenditures shall constitute a monetary charge against the separate estate of the party owning the real estate improved arising upon dissolution of the marriage by death or divorce. Such charge shall draw interest after dissolution of the marriage at the legal rate until paid and shall be amortized monthly over a period not exceeding five years.

8. Severability. Should any provision of this Agreement be unenforceable, all other provisions of this Agreement shall nevertheless remain in full effect. Each party acknowledges that this Agreement constitutes the sole agreement of the parties with respect to their marital property and that there are no prior or contemporaneous understandings or agreements, oral or written, with respect to the subject matter of this Agreement.

9. Amendment. Any agreement between the parties in furtherance or derogation of this Agreement must be in writing and signed by the parties.

10 Attorneys' Fees and Costs. Attorneys' fees and costs incurred by either party in any contest of or attack upon this agreement or in divorce proceedings shall be paid solely by the party incurring the same.

11. Effective Date. This Agreement shall be effective upon and operative from the date of the marriage of the parties.

12. Enforceability.

THE PARTIES HERETO SPECIFICALLY AGREE THAT THE PROVISIONS OF THIS AGREEMENT ARE JUST AND RIGHT, HAVING DUE REGARD FOR THE RIGHTS OF EACH PARTY, AND INTENT HEREBY TO ESTOP THEMSELVES FROM ANY CONTENTION TO THE CONTRARY IN ANY COURT OR JURISDICTION.

EACH PARTY VOLUNTARILY AND EXPRESSLY WAIVES ANY RIGHT TO DISCLOSURE OF PROPERTY OR FINANCIAL OBLIGATIONS OF THE OTHER PARTY TO THIS AGREEMENT.

EACH PARTY EXPRESSLY ACKNOWLEDGES THAT SUCH PARTY UNDERSTANDS THAT THIS AGREEMENT MODIFIES OR ELIMINATES MARITAL PROPERTY RIGHTS WHICH WOULD OTHERWISE EXIST UNDER TEXAS LAW IN THE ABSENCE OF THIS AGREEMENT.

EACH PARTY EXPRESSLY ACKNOWLEDGES THAT SUCH PARTY HAS BEEN ADVISED OF HIS OR HER RIGHT TO OBTAIN THE SERVICES OF INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THIS AGREEMENT.

13. Execution of the Agreement.

I have read this document; I understand it, and I agree to all the terms of this contract.

Husband

I have read this document; I understand it, and I agree to all the terms of this contract.

Wife

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 200__.

My Commission Expires:

Notary Public, State of Texas

(Typed/Printed Name of Notary)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 200__.

My Commission Expires:

Notary Public, State of Texas

(Typed/Printed Name of Notary)

EXHIBIT B

Online Grievance Form

Jan 22, 2018 9:40 PM

I. General Information

Have you contacted the Client-Attorney Assistance Program?*

No

II. Information About You

Salutation

Mr.

First Name

Travis

Last Name

Young

Address

6647 Mariposa
El Paso, TX 79912

Home Phone

915-479-0828

Cell Phone

915-479-0828

Email Address

trayoung1118@gmail.com

Driver's License Number (if applicable)

17632530

Date of Birth

Nov 18, 1982

Employer's Name

Premier Builders & Design LLC

Address

7101 N Mesa #527
El Paso, TX 79912

Employer's Phone

915-603-2303

Name

Brittany Young

Address

6647 Mariposa
El Paso, TX 79912

Phone

915-603-2303

II. Information About You - Additional

Do you understand and write in the English language?

Yes

Are you a Judge?

No

III. Information About Attorney

Attorney Barcard Number

14933400

Attorney First Name

Michael

Attorney Last Name

Nevarez

Attorney Address (Please include street, city and zip)

P.O. BOX 12247 El Paso, TX 79913

Attorney Work Phone

915-584-8000

III. Information About Attorney - Grievance Details

Have you or a member of your family filed a grievance about this attorney previously?

No

Have you or a member of your family ever filed an appeal with the Board of Disciplinary Appeals about this attorney?

No

Please select from the following:

This attorney was hired to represent me.

Please give the date the attorney was hired or appointed.

5/10/17

Please state what the attorney was hired or appointed to do.

Defend against Bankruptcy Adversary Proceeding

What was the fee arrangement with the attorney?

Per hour

How much did you pay the attorney?

\$250 per hour

III. Information About Attorney - Continued

Are you currently represented by an attorney?

Yes

If yes, please provide the attorney's name and phone number:

Carlos Miranda - 9155875000

Do you claim the attorney has an impairment, such as depression or a substance use disorder?

Yes

Didn't pay attention to details and drank alcohol prior to my mediation at a lunch with me.

Did the attorney ever make any statements or admissions to you or in your presence that would indicate that the attorney may be experiencing an impairment, such as depression or a substance use disorder?

No

IV. Information About Your Grievance

In which city did the activity you are complaining about occur?

El Paso

In which county did the activity you are complaining about occur?

El Paso

Name of Court

Federal Bankruptcy Court

Title of the Suit

Bankruptcy Adversary Complaint

Case number and date suit was filed

17-31063 - 5-5-17

IV. Information About Your Grievance - Continued

Mr.Nevarez has failed to provide adequate legal representation from the day I met him on or about April 1st, 2017. The first problem with his representation began at my 2004 examination on or about april 4th, where Mr.Nevarez showed up and thought we were taking a 2004 Examination on the Plaintiff, but this was not the case and I had to correct Him, which meant He didn't prepare at all as He stated He did. Mr.Nevarez gave me dangerous incorrect advise at this 2004 Examination. Mr.Nevarez advised me to say that I had a separate marital agreement during this 2004 examination and gave me a sample copy of a marital agreement to show me what one looked like. I didnt really know at the time why He wanted me to say this, but I did so as He advised. I didnt need to say I had a marital agreement as my wife had no money and minimal assets at the time I filed Bankruptcy. As of now, the plaintiff is claiming perjury on this issue, although it was do to incompetent legal representation. Mr.Nevarez failed to try to get my case dismissed early on as requested several times by me and do things in the case to minimize costs. He wanted to take a 2004 Examination on the plaintiff, after they filed their adversary proceeding against me, which He knew would get quashed and would be a waste of time, but all He wanted was to make more money from me at his hourly fee rate. Most important, on or about October 2017 Mr.Nevarez failed to follow through on subpoenas filed by the plaintiff against my wife (Brittany Young) and more importantly my father (Keith Young). Mr.Nevarez specifically stated He would help fight these with motions to quash the subpoenas and that He would follow through with the discovery requested by the plaintiff. He never followed through, and caused several issues in my case, including but not limited to monetary sanctions being filed against Brittany Young and myself. Mr.Nevarez failed to complete the requested discovery by the plaintiffs filings or respond accordingly to the opposing attorney on motions to compel for this discovery and subpoenas. The judge threw the book at me during Mr.Nevarez's "representation" or lack their of I should say, and sanctioned Brittany Young and myself a total of \$4100, which I will deduct from Mr.Nevarez's incompetent legal representation. He has put my father (Keith Young) in a bad position to object to his subpoena that was served on him, as He failed to represent my father, as He stated He would. Now my father is stuck having to give personal and private information to the plaintiff, which serves no purpose to the case at hand. it would have been a simple motion to quash to stop this. Mr.Nevarez went 2 months, while He was my attorney of record, with no communication to me as far as case strategy or any way to move forward in my case. In fact, the judge denied Mr.Nevarez's withdraw as my attorney, as He threatened to hold my file with a lien until all his fees were paid. Mr.Nevarez has incometent accounting practices, and has sent me very inaccurate invoices and for hours that were never performed. To date, he still has a highly inaccurate monetary value He claims is owed, and refuses to fix the billing. To date, Mr.Nevarez has failed to return my file to my new attorney after being requested severai times, and this has caused more issues in my Bankruptcy case. He states until He is paid, He will hold the file. Mr.Nevarez is an attorney who does not pay attention to details or care about his clients

IV. Information About Your Grievance - Supporting Documents

V. HOW DID YOU LEARN ABOUT THE STATE BAR OF TEXAS ATTORNEY GRIEVANCE PROCESS?

How did you learn about the State Bar of Texas attorney grievance process?

Attorney